

G5 Minimum Advertised Price Policy

Including all brands sold under G5 Outdoors

New US Price List

New Price List in effect on 10/1/2015

1. Introduction

We recognize that our success is tied to the success of our network of select authorized dealers. We also know that many of our dealers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our dealer's service and support efforts. As a result, G5 has unilaterally established this Minimum Advertised Price ("MAP") Policy.

2. Policy Statement

G5, in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP Policy at a price lower than the MAP.

3. General Guidelines

The products covered by this policy are listed in Section 5, ("MAP Products"). G5 may in its sole discretion modify this list periodically.

G5 recognizes that dealers are free to make their own decisions to advertise and sell any G5 product at any price they choose, without consulting or advising G5. Similarly, G5 will exercise its right to make its own decisions regarding the G5 Authorized Reseller Program ("GARP"), supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.

The MAP Policy applies to advertised prices, not the price at which MAP Products are actually sold or offered for sale to an individual in-store or over the telephone.

G5 Believes in maintaining a well-regulated and fair marketplace for all its authorized resellers. Please see the FAQ's for more information on the MAP policy and enforcement.

4. Advertising Guidelines

The MAP Policy applies to all advertisements of MAP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as Internet sites, social media sites, apps, or any other electronic media.

The MAP Policy does not apply to solely on premise or in-store advertising that is not distributed to customers

Website features such as “click for price”, automated “bounce-back” pricing e-mails, pre-formatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute “advertising” under this MAP Policy.

It shall not be a violation of this MAP Policy to advertise that a customer may “call for price” or “email for price”, or to use similar language, specifically with respect to G5 Products, so long as no price is listed.

This MAP Policy also applies to any activity which G5 determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for ‘group purchases’ and the like.

It shall not be a violation of this MAP Policy to advertise in general that the reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.

From time to time, G5 may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, G5 reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

G5 may offer a direct manufacturer’s rebate to customers. In such events, it shall not be a violation of this MAP Policy to advertise the availability of the manufacturer's rebate, provided that:

- i. the advertisement includes a MAP-compliant price, the rebate amount, and the net price after manufacturer's rebate in the same type size and style;
- ii. an asterisk is placed next to the net price after manufacturer's rebate; and
- iii. “*after manufacturer's rebate” appears in the same area of the advertisement as the advertised product.

6. Policy Enforcement

If a dealer with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then G5 will consider this to be a violation by the dealer.

G5 reserves the right to cancel any pending orders, restrict future orders, or suspend dealers' account if G5 reasonably believes:

- i. a dealer has violated the provisions of this policy; or
- ii. a dealer intends to violate this policy.

G5 's MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy as occurred, as well as determining appropriate sanctions.

Waivers to this MAP Policy may be granted in G5 's sole discretion by the MAP Policy Administrator in writing. G5 Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy. In the event that the MAP Policy Administrator authorizes a waiver to the MAP Policy, dealers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the MAP Policy.

G5 monitors the advertised prices of dealers, either directly or via the use of 3rd party agencies or tools. Dealers are expected to provide reasonable cooperation in any G5 investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a G5 MAP Policy investigation is a violation of this MAP Policy.

The MAP Policy will be enforced by G5 in its sole discretion and without notice. Dealers, distributors, resellers, have no right to enforce the MAP Policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this MAP Policy should be directed to: admin@g5outdoors.com.

MAP Policy FAQ

Q: What happens if I receive a notice of MAP violation?

A: Accounts with MAP violations will be placed in "Non-Compliance" status in our system and a "Stop Ship" order will be placed on the account; the "Non-Compliance" and "Stop Ship" designations will be removed 14 days after the MAP violation is corrected. You must notify G5 of the correction at admin@g5outdoors.com. You will not be able to place new orders under "Non-Compliance" status. Orders where an "Acknowledgment of Receipt" was sent by G5 will continue to ship, however no new Acknowledgments will be sent on accounts with a "Stop Ship" status.

Q: What Happens if I have a new MAP violation while already under a "Stop Ship"?

A: The 14 day "Stop Ship" period resets and will begin as soon as all violations are corrected and G5 is notified of the correction.

Q: Will G5 take additional actions in regards to MAP violations?

A: G5 reserves its right to take additional actions up to and including termination of our relationship with your company.

Q: What About Price Matching other retailers?

A: G5 does not allow advertising any MAP covered product below MAP price under any circumstance.